

# GILL-MONTAGUE REGIONAL SCHOOL DISTRICT

## *Superintendent Contract*

This contract is made by and between the **Gill-Montague Regional School Committee**, hereinafter referred to as the "Committee," and <<NAME>>, hereinafter referred to as the "Superintendent."

### 1. Employment

---

This agreement shall commence <<BEGIN DATE>> and shall terminate <<END DATE>>.

Both the Superintendent and the Committee shall give notice in writing, on or before October 31, <<END YEAR>>, indicating their desire to commence negotiations for a successor agreement in the event the Superintendent and Committee wish to renew the agreement.

### 2. Compensation

---

#### 2.1 Initial or Base Salary

The Committee shall pay the Superintendent an annual salary of <<SALARY AMOUNT IN WORDS>> for the <<CONTRACT TERM YEARS>> fiscal year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of twenty-six (26) salary payments in effect for other certified employees, and shall be set by the Committee each year thereafter following the Committee's review of the Superintendent's performance as outlined in the Evaluation section, and after salary negotiation with the Superintendent.

#### 2.2 Salary Increase

The Superintendent shall be eligible for a salary increase annually based upon the results of a performance evaluation conducted by the Committee under the terms of this contract and subject to negotiation of the parties. On or before the fifteenth day of May of each calendar year, the parties shall meet in executive session for the purpose of negotiating the Superintendent's compensation.

At no time during the life of this agreement, or any extension hereof, shall the Superintendent's

salary be reduced.

### **3. Certification**

---

The Superintendent shall furnish and maintain throughout the tenure of his Contract a valid and appropriate certificate qualifying him to act as a Superintendent in the Commonwealth, as required by M.G.L. Chapter 71, § 38G, or a waiver approved by the Department of Elementary and Secondary Education. Loss or revocation of this certificate at any time shall automatically void the contract, and the Superintendent shall automatically be terminated.

### **4. Duties and Responsibilities**

---

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as the Executive Officer of the Committee as provided in M.G.L. Chapter 71, Section 59, and all other laws and regulations of the Commonwealth. To that end, the Superintendent will comply with the policies, procedures, and directives of the Committee and shall act in compliance with all applicable regulations and contracts that are legally binding on the Committee and the Schools.

The parties hereto agree that:

- The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School District consistent with State Law and contract obligations. Where state law delegates to the Committee the specific hiring authority, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis therefore, which basis shall be part of the minutes of the meeting.
- The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the School District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his staff under his direction. The District shall conduct an audit of all books and accounts as of the Superintendent's first date of employment and annually thereafter.
- The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee and all committee meetings thereof, and shall serve as

advisor to said committees and make recommendations on all matters affecting the School District. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.

- Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent.
- The Committee shall make no agreement with any other employee group or individual that would interfere with the Superintendent's carrying out statutory, managerial, administrative or supervisory responsibilities.
- The Superintendent is assured that Committee rules, regulations, or policies are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.

## **5. Performance Evaluation**

---

The Committee shall evaluate the performance of the Superintendent in writing annually in accordance with the Department of Elementary and Secondary Education's Model Administrator Evaluation System.

A consensus of the individual evaluations compiled by committee members shall be prepared by the Committee Chair, approved by the Committee, signed by the Superintendent and placed in the Superintendent's personnel file on or about April 30th of each year. Such signature shall not necessarily indicate agreement with the content thereof, but rather acknowledgment of receipt of the document. The Superintendent may respond to the evaluation in writing and attach his response to the evaluation in his file. The Superintendent shall be provided copies of individual Committee member's evaluations.

The Committee shall devote at least one meeting annually with the Superintendent to a discussion of the working relationship between the Superintendent and the Committee, and to an evaluation of the Superintendent.

## **6. Insurance**

---

### **6.1 Health Insurance**

The Superintendent shall be eligible to participate in the same health and life insurance benefits

provided to other employees employed by the Committee, subject to the same terms and conditions of said coverage, and at the same rate of contribution applicable to those employees.

## **6.2 Other Insurance Benefits**

In addition to the compensation specified in this Agreement, the Superintendent shall be entitled to receive all benefits which now are, or which during the term or any extension of this Agreement may hereafter be, received by any other District employee including, but not limited to, vacation leaves, illness benefits and sick leaves, health, dental, disability, life and other forms of insurance protection, personal leaves, retirement programs, tax sheltered annuities, and other employee benefits. Said employee benefits shall be received by the Superintendent to at least the same extent and amount as such benefits are provided to other District employees, and without the necessity to comply with any collective bargaining unit membership conditions which might be applicable to such other employees.

## **7. Retirement**

---

The Superintendent shall be a member of the Teachers' Retirement System, as required by Massachusetts General Laws, Chapter 32, Section 2.

## **8. Sick Leave**

---

The Superintendent shall be credited with eighteen (18) sick days annually commencing on the first day of this contract and on the first day of each fiscal year thereafter. Sick leave may be accumulated up to a maximum of one hundred twenty-five (125) days.

In the event such days are not utilized, the Superintendent will receive on his resignation, retirement, termination or death a sum of money equal to the number of unused sick days up to a maximum of fifty (50) multiplied by his then current per diem rate of pay, calculated based on the actual number of days in each year the Superintendent is required to work.

## **9. Vacation**

---

The Superintendent shall be entitled to twenty-five (25) days of vacation during each contract year of this agreement, which shall be credited on the first day of each contract year, to be taken in the year in which it is earned. A maximum of ten (10) vacation days may be carried over into

the following contract year. At the end of each contract year, the Superintendent will be paid his then current per diem pay rate for any unused vacation days beyond the ten (10) carry over days, up to a limit of five days. Any unused vacation days shall be reimbursed upon termination of the contract to the Superintendent based upon his current per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.

The Superintendent shall schedule his vacation in consultation with the Committee Chair, with the understanding that the Superintendent's vacation must not interfere with the budget process, or other major initiatives of the District.

The Superintendent shall be entitled to all holidays and one-half days before holidays recognized by the Committee made available to any other Committee employee.

## **10. Bereavement Leave**

---

The Superintendent shall be allowed up to five (5) consecutive work days for bereavement. Additional days may be granted by permission of the Committee Chair.

## **11. Personal Leave**

---

The Superintendent shall be entitled to a maximum of three (3) days per contract year for personal reasons. The Committee Chair shall be notified of all personal leave days in advance.

## **12. Days Before Certain Holidays**

---

The Superintendent shall not be required to work on December 24 or December 31.

## **13. Expense Reimbursement**

---

The Superintendent shall be reimbursed for all approved expenses reasonably incurred in the performance of his duties. Such expenses, subject to appropriation up to \$7,500 annually, shall include, but not be limited to, \$300 per month for mileage, costs of transportation and attendance at appropriate state and national meetings and conferences. All out of state expenses must be approved in advance by the Committee Chair. The District shall supply the Superintendent with a District owned cell phone, iPad, and laptop for District business use and

the District shall pay for an appropriate monthly cell phone plan. The cell phone, iPad, and laptop shall, at the conclusion of the employment relationship, be returned to the District.

## **14. Professional Memberships**

---

The Committee shall pay the Superintendent's dues for membership in the Massachusetts Association of School Superintendents (MASS), the New England Association of School Superintendents (NEASS), the American Association of School Administrators (AASA), and the Association for Supervision and Curriculum Development (ASCD). Other professional memberships may be funded, subject to appropriation upon request by the Superintendent.

The Committee and the Superintendent recognize the complexity of the position of Superintendent requires regular and continuous professional development.

## **15. Discharge**

---

Where good cause exists, which shall include but not be limited to an overall unsatisfactory or lower rating on the annual performance evaluation, the Committee may discharge the Superintendent upon a majority vote of the School Committee, thereby terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed in writing of the charge or charges and cause or causes for his/her proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken. Said hearing shall be convened in Executive Session, at the discretion of the Superintendent, as discharge invariably affects a Superintendent's reputation and character which, given the duties of a Superintendent are inextricably linked to performance. The Superintendent may be represented by counsel at such Executive Session. The Committee shall provide thirty (30) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action.

## **16. Resignation**

---

There shall be no penalty for release or resignation by the Superintendent from this contract provided no resignation shall become effective until the close of any school year in which this contract is in effect, or upon sixty (60) days notification from the Superintendent, unless the

Committee fixes a lesser period of time at which the resignation or release is to take effect.

## **17. Indemnification**

---

The Committee shall indemnify, defend and hold the Superintendent harmless from any legal claims arising out of his duties as Superintendent, in accordance with, and to the extent permitted by Massachusetts General Laws, Chapter 258, Section 9. Legal representation in such cases will be provided by the School Committee's insurance carrier or legal counsel. If the Superintendent wishes to choose his own counsel, any legal fees or expenses must be approved in advance by the Committee Chair. The Superintendent shall diligently assist in any litigation or in the defense of any claim to which this indemnification applies.

## **18. Arbitration**

---

### **18.1 Scope of Controversy**

Any controversy or claim against the Committee arising out of their capacity or the Superintendent relating to any term or condition of this agreement or employment practices or policies of the Committee, or the breach thereof shall be settled and determined by arbitration in accordance with the American Arbitration Association. The filing party must provide to the other party a copy of the demand at the time it is filed. In order for the arbitrator to have jurisdiction over controversy or claim arising under the tenets of this Agreement, the demand must be submitted in writing within thirty (30) calendar days of the event giving rise to the demand. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. c. 150C, or if c. 150C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.

### **18.2 Arbitrator's Authority**

The parties agree to submit to subpoenas issued by the arbitrator. The Committee shall not consider any evidence relating to complaints or criticisms which have not been previously forwarded to the Superintendent. The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, costs and reasonable attorney's fees necessary to prosecute the action if the termination was not affected with good cause, but in no case shall such award order or require the reinstatement of the

Superintendent to his position.

*WHEREFORE, the parties hereby sign this contract of employment for Superintendent of Schools:*

<p><b>GILL-MONTAGUE REGIONAL SCHOOL DISTRICT</b></p> <p>By: _____</p> <p><b>&lt;&lt;Name&gt;&gt;</b> School Committee Chair</p> <p><b>Dated:</b></p>		<p><b>SUPERINTENDENT OF SCHOOLS</b></p> <p>By: _____</p> <p><b>&lt;&lt;Name&gt;&gt;</b> Superintendent of Schools</p> <p><b>Dated:</b></p>
--	--	--